the plaintiff. *Southern Pac. Co. v. Darnell-Tanzer Lumber Co.* (Jan. 21, 1918) U. S. Sup. Ct., Oct. Term, No. 132.

The opinion by Mr. Justice Holmes contains the following: "The plaintiffs suffered losses to the amount of the verdict when they paid. Their claim accrued at once in the theory of the law and it does not inquire into later events. . . . Probably in the end the public pays the damages in most cases of compensated torts."

FEDERAL COURTS—JURISDICTION—FINALTY OF JUDGMENT OF C. C. A.—The plaintiff brought suit in a state court against the carrier to recover damages for injuries to an interstate shipment of live stock. The suit was removed to the federal court on the sole ground of diversity of citizenship, and judgment for the plaintiff was affirmed by the Circuit Court of Appeals. A writ of error was taken to the Supreme Court. *Held,* that though the suit might have been removed from the state court on the ground that it arose under the laws of the United States (the Carmack Amendment to the Interstate Commerce Act being involved), nevertheless the judgment of the Circuit Court of Appeals was final, since the sole ground for removal set forth in the petition was diversity of citizenship; and that the writ of error must consequently be dismissed. White, C. J., *dissenting. Southern Pac. Co. v. Stewart* (1917, U. S.) 38 Sup. Ct. 130.

INSURANCE (ACCIDENT)—CONSTRUCTION OF POLICY—ACCIDENT INDUCING TUBERCULOSIS.—The insured held an accident policy of insurance against bodily injury sustained "through accidental means directly, independently and exclusively of all other causes." An accidentally sprained wrist resulted in permanent disability because of latent tuberculosis in the insured's system. The insurance company contended that the plaintiff's injury was not within the terms of the policy. *Held,* that the insurance company was liable. *Fidelity & Casualty Co. of N. Y. v. Mitchell* (P. C.) [1917] A. C. 592.

The court argues that "the accident had a double effect—it sprained the tendons and it induced the tuberculous condition. These two things acted together . . . ; but while they are both ingredients of the disabled condition, there has been and is, on the true construction of the policy, only one cause, namely, the accident."

INSURANCE (FIRE)—AVOIDANCE OF POLICY BY FRAUDULENT PROOF OF LOSS.—In an action to recover for a total loss of insured merchandise the company's defense was that the over-valuation in the sworn proof of loss was fraudulent and avoided the policy under the usual provision against false swearing. The plaintiff had access to his ledger showing the actual value of the goods, but over-stated their value by 25% to 50%. The trial court found the loss to be less than one-half the amount stated in the proof of loss and rendered judgment for the plaintiff. *Held,* that the judgment was erroneous as this evidence conclusively established a willful and fraudulent over-valuation, which precluded any recovery. *Dossett v. First Nat. Fire Ins. Co.* (1917, Tenn.) 198 S. W. 889.

The cases are not in accord as to how great the disproportion must be between the value as found by the jury and that stated in the proof of loss to lead the court to declare the existence of fraud established. Richards, *Insurance* (3d ed.) 313. In the principal case, however, the extent of the unexplained discrepancy between the plaintiff's own ledger and the proof of loss would seem consistent only with bad faith.